



# NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

*This is*

*11417-RRRR  
RRRR*

RECORDATION NO. 11417-RRRRRRRR

0-365A082

DEC 30 1980

DEC 30 1980-3 40 PM  
December 22, 1980

Dec 20 1980

INTERSTATE COMMERCE COMMISSION

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

RE: Filing of Supplementary Rider No. 50 ("Rider") dated  
as of December 12, 1979 to Car Leasing Agreement 0325-32  
("Lease") between North American Car Corporation ("NAC")  
and Allied Chemical Corporation ("Lessee")

Dear Madam:

Enclosed for recording under 49 U.S.C. Section 11303 are an  
executed counterpart and four certified true copies of the  
Rider, which has been assigned to General Electric Credit and  
Leasing Corporation ("Assignee"), pursuant to a Bailment  
Agreement and Assignment of Leases ("Bailment Agreement")  
dated as of December 18, 1978 and amended on November 15, 1979  
and recorded with the Interstate Commerce Commission on January  
23, 1980, under Recordation No. 11417. Please record this Rider  
under that Recordation number.

The equipment is covered in the Rider and the names and addresses  
of the parties are as follows. The address of the Lessor, North  
American Car Corporation, is 222 South Riverside Plaza, Chicago,  
Illinois 60606 and the address of the above named Lessee is  
P.O. Box 2245R, Morristown, New Jersey 07960. Please cross  
index this filing against the name of that Lessee.

The Rider supplements the Lease by subjecting the equipment  
described in the Rider to the terms of the Lease, thereby  
leasing the same to the Lessee. The Bailment Agreement provides  
that NAC shall hold, lease, maintain and perform certain  
administrative and other services with respect to the equipment  
covered by the Lease and that NAC assigns to Assignee all its  
interest in, but not its obligations under, the Lease (including  
amounts received or credited for mileage compensation relating  
to that leased equipment). The equipment covered by the Lease  
has been or is to be sold to Assignee.

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EX-11 FILES  
BRANCH

**TIGER LEASING GROUP**

Secretary  
Interstate Commerce Commission

Page 2

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Also enclosed is a check payable to the Interstate Commerce Commission in the amount of \$20 for the required recording fee. Pursuant to the Commission's rules and regulations for the recording of certain documents under 49 U.S.C. Section 11303, you are hereby requested to duly file one certified true copy for record in your office, cross-indexing the same so stated above, and to return the executed counterpart and the remaining three certified true copies, the Secretary's Certificate of Recording, and related fee receipt, to the messenger making this delivery.

If you have any questions, please contact the undersigned.

Very truly yours,



Edward H. Soderstrom, II  
Assistant Secretary

enclosure

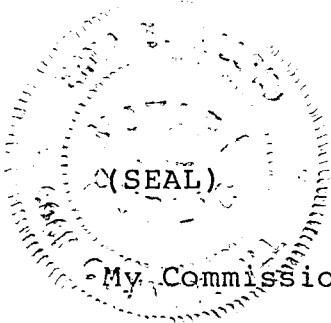
RECORDATION NO. 11417-RRRRRRR  
FILE 1425

DEC 30 1980-3 40 PM

C E R T I F I C A T E  
INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 50 to Car Leasing Agreement 0325-32 between North American Car Corporation and Allied Chemical Corporation dated December 12, 1979 to the original of such Rider and that this copy is a true and correct copy in all respects.

Ernest E. Alfred



My Commission Expires 9/27/81.

KEEP  
ICC FILE COPY  
11417-RRRRRR  
RRR

RIDER NO. 32  
Forming Part of  
NORTH AMERICAN CAR CORPORATION  
CAR LEASING AGREEMENT 0325-32

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Fifteen (15)	20,000 gallon capacity tank cars, exterior coiled, insulated, for shipment of Pitch (Car numbers to be identified by separate letter from North American to Lessee after such numbers become available. Les- see's countersignature to such letter is not required.)	\$486.00

North American and Lessee agree that the rental rate as shown above shall be increased \$1.55 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 269.6 as was reported for May, 1979. Rentals thus calculated shall be rounded to the nearest \$0.50.

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee.

For each mile in excess of  $\frac{40,000 \times \text{days in service}}{365}$  that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.015.

Notwithstanding anything in this Rider or Car Leasing Agreement No. 0325-32 dated June 1, 1972 between the parties hereto to the contrary, there shall be an additional charge without abatement or termination in any manner whatsoever for any reason whatsoever of \$7.00 per car per month, which shall be payable by Lessee to North American, for each month during the first sixty (60) months of this Rider to cover the cost of steam jacketing the bottom saddle of the cars. The charge described in the immediately preceding sentence, shall be in addition to the rental charges with respect to the cars and all other charges of any kind whatsoever. It is further understood and agreed that said amortization as described in this paragraph shall be increased \$1.55 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released from the lining shop for delivery to Lessee, over a base of 281.6 as was reported for September, 1979. Rentals thus calculated shall be rounded to the nearest \$0.50.

In the event that during the term hereof, the U. S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that North American add to, modify, or in any manner adjust, the

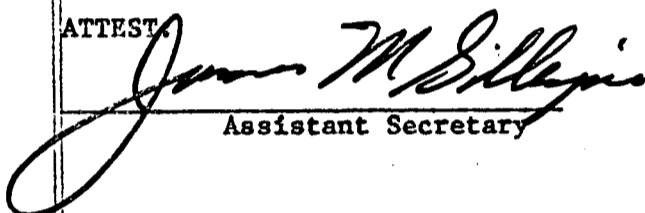
THIS RENTAL IS A COPY. PART ORIGINAL. No assignment of interest in this Lease may be created or effected except by the transfer of possession of the copy marked "ORIGINAL."

cars subject to this lease in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of \$1.75 per car for each \$100 expended by North American on such car, effective as of the date the car is released from the shop after application of such additions, modifications or adjustments (hereinafter the "Modifications"). No rental credits will be issued on cars entering the shop for any Modification for the first thirty days. In the event North American in its sole discretion determines prior to making any Modification that the cost thereof is not economical to expend in view of the estimated remaining useful life of such car, and North American elects to permanently remove such car from Lessee's service rather than have such car taken to a car shop for such Modification, the rental with respect to such car shall terminate upon the date specified in writing by North American, provided that such date must be prior to the date the Modification is so required to be made.

The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.


Dated this 12th day of December, 1979

ATTEST:

  
Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By

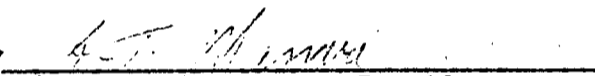
  
Vice President

ALLIED CHEMICAL CORPORATION

ATTEST:

\_\_\_\_\_  
Secretary

By

  
Vice President -  
Administration

"This Lease is a copy of the ORIGINAL. No as-  
signed or signed copy of this lease may  
be created or signed, except by the transfer of  
possession of the copy marked "ORIGINAL."



**TIGER  
LEASING  
GROUP**

# **NORTH AMERICAN CAR CORPORATION**

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

December 22, 1980

Allied Chemical Corp.  
P. O. Box 10578  
Morristown, New Jersey 07960

RE: Rider No. 50 to  
Car Leasing Agreement 0325-32

Gentlemen:

The cars with the following reporting marks are to be  
subjected to Rider No. 50 of Car Leasing Agreement 0325-32:

NATX 72704 thru 72718

Very truly yours,

**NORTH AMERICAN CAR CORPORATION**

Vice President

State of Illinois )  
 ) SS:  
County of Cook )

Notary Public

(Notarial Seal)

State of NEW JERSEY )  
 ) SS:  
County of MORRIS )

Notary Public

My Commission expires JUNE 22, 1983.